

MEDIATION SETTLEMENT AGREEMENT (EEO COMPLAINT ALLEGING AGE DISCRIMINATION)

The Complainant *[INSERT NAME]* and the Agency enter into this negotiated settlement agreement to completely resolve the disputed issues raised in the *[INSERT complainant's informal complaint, Base Docket No.; AFCARO Docket No.; and/or complainant's EEO complaint, EEOC Case No.]* (Note: for each subsequent level of complaint, insert the prior identification, i.e., for cases at the EEO administrative hearing stage include the AFCARO/OCI OCI and Base Docket No.) This Agreement is entered into based on the authority provided by Section 717 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000e-16) [29 C.F.R. Section 1614.603].

1. The parties mutually agree:

a. This agreement constitutes the complete understanding between the Complainant and the Agency and is binding upon the parties, their successors, and their representatives. No other terms, promises, or agreements will have any force or effect unless reduced to writing and signed by all parties to this Agreement.

b. Seven days is a reasonable time for Complainant to consider and execute this agreement. Complainant has a right to consult with an attorney before signing this agreement. If this offer is not executed and returned to the agency official presenting the offer within this time frame, this offer of settlement is no longer open for consideration unless the agency renews the offer after seven days.

c. All promises, conduct, and statements made in the course of reaching this Settlement Agreement, including the fact of settlement, are confidential and will not be disclosed voluntarily to the extent permitted by law. See, e.g., 5 U.S.C. 574 and Federal Rule of Evidence 408. The Complainant agrees that *he/she* will not disclose or discuss this settlement with other agency employees (except his or her representative and responsible management personnel.) The Agency agrees it will not disclose or discuss this settlement except as necessary for implementation. The Complainant authorizes the Agency to disclose the terms of this Agreement to Agency officials who may need to review and approve the terms of the Agreement;

d. The terms will not establish any precedent nor will be used as a basis by the Agency, Complainant or any representative organization to seek or justify similar terms in any subsequent case;

e. This agreement does not constitute an admission of liability, fault or error by the Agency, its employees or representatives, and/or any violation of Title VII of the Civil Rights Acts of 1964 and 1991, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Rehabilitation Act of 1973, as amended, or any other federal or state statute or regulation.

f. This agreement provides that no monies, including attorney fees, will be paid by either side unless specifically set forth in this agreement.

g. The Mediator, Agency, and Complainant/Grievant will ***immediately notify*** the servicing ADR Champion and/or the servicing Staff Judge Advocate, IAW AFI 51-1201, paragraph 34, if anyone seeks information about confidential discussions that took place during this mediation session. The ADR Champion and/or SJA will provide guidance about how to respond.

2. In exchange for the promises made by the Agency in paragraph 3 of this Agreement, the Complainant freely and voluntarily agrees:

a. That execution of this agreement operates as a withdrawal of and all of the complaint(s) identified in the Preamble above.

b. Not to institute a lawsuit and waives all right to personal recovery, including but not limited to compensatory damages, in any lawsuit brought against the Agency by either Complainant or the Equal Employment Opportunity Commission, or other type of EEO complaint or any other civil and criminal litigation in any court or other administrative forum, for all acts, events and circumstances arising out of or connected with the facts upon which each complaint as listed in the preamble is based, including, but not limited to actions brought under Title VII of the Civil Rights Acts of 1964 and 1991, as amended, the Rehabilitation Act of 1973, as amended, or any other federal or state statute or regulation. The Complainant specifically and voluntarily affirms that he/she has made no other claims under the Age Discrimination in Employment Act, as amended.

c. That in the event the Complainant believes that the Agency has violated a term or condition of this Agreement, to notify in writing the Chief EEO Counselor within 30 calendar days of the asserted violation and request that the terms of the Agreement be specifically implemented. If the Agency determines no violation occurred or refuses or fails to correct any violation identified by Complainant within 30 calendar days, Complainant may appeal to the Equal Employment Opportunity Commission and request specific enforcement of the Agreement or, alternatively, that the complaint be reinstated for further processing from the point processing ceased.

d. *[INSERT additional terms placed on the Complainant that are case specific.]*

3. In exchange for the promises made by the Complainant in paragraph 2 of this agreement, the Agency agrees:

a. *[INSERT the terms the Agency agrees to implement to resolve the complaint(s).]*

4. The Complainant is advised that the Complaint may have specific rights or claims under the Age Discrimination in Employment Act, 29 U.S.C. 633a, as amended. The Complainant is advised of the right to consult with an attorney prior to executing this agreement. The Complainant shall have a reasonable period of time, 7 calendar days, to consult with an attorney and consider this Agreement. The Complainant's signature affixed immediately below this paragraph shall serve as an acknowledgment that Complainant was advised in writing of the content, intent, and meaning of this paragraph and understands the execution of this settlement agreement will waive all consultation rights under the Age Discrimination in Employment Act.

[INSERT Complainant's Name]

DATE

(Reference 29 U.S.C. 626(f)(1)(A)-(E) and 29 U.S.C. 626(f)(2))

5. This agreement is binding upon the signatories upon their signature. Both parties understand and agree that, as a provision of this settlement, the agreement must be coordinated through the Legal Office and the Personnel Office for legal and technical sufficiency and will become fully binding upon the Agency only upon completion of that coordination.

6. By signing below, the Complainant acknowledges reading this Agreement in its entirety, understanding all terms and conditions of this Agreement, and having done so, knowingly, voluntarily, and freely enters into this Agreement without coercion or duress.

Complainant Signature

Date

Respondent Signature

Date

Mediator Signature

Date

[INSERT signature and date blocks for the Complainant's or Respondent's representative if applicable, and Agency settlement authority.] (Note: The Appellant may voluntarily sign the agreement sooner than 7 calendar days after having signed paragraph 6 above. The day after the Complainant signs paragraph 6 shall serve as the first day for counting purposes.)